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11
12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 ANDRES REGALADO, individually
15 and on behalf of the putative classes,

16 Plaintiff,

17 vs.

18 RYDER INTEGRATED LOGISTICS,
19 INC., a Delaware corporation, and
20 DOES 1-10 inclusive,

21 Defendants.
22

Case No. 2:12-cv-05737-DSF-FFM

CLASS ACTION

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR
FINAL SETTLEMENT APPROVAL**

Date: March 31, 2014

Time: 1:30 p.m.

Location: Courtroom 840

Hon. Dale S. Fischer

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Rules and Statutes

15 U.S.C. 1681, <i>et seq.</i>	<i>passim</i>
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1 Fed. R. Civ. P. 23 3

2 **Other Authority**

3 Newberg on Class Actions § 11.41 (4th ed. 2006) 3

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1 **I. INTRODUCTION.**

2 Through this unopposed motion, Plaintiff Andres Regalado (“Plaintiff”)
3 seeks the Court’s final approval of the Amended Settlement Agreement that the
4 Court previously approved in its preliminary approval order (*ECF No. 67*). The
5 Class Members reacted well to the settlement; not a single Class Member opted out
6 of or objected to the settlement. The Amended Settlement Agreement satisfies all
7 criteria for final approval of a class action settlement in the Ninth Circuit. Plaintiff
8 therefore respectfully requests that the Court grant Plaintiff’s request for final
9 approval of the class action settlement.

10 **II. BACKGROUND.**

11 The relevant background relating to the history of this lawsuit and the
12 negotiation and terms of the Settlement Agreement is addressed in detail in the
13 Plaintiff’s Renewed Motion for Preliminary Approval. *See ECF No. 62 at 1-7*.
14 Among other things, Plaintiff’s preliminary approval motion papers address:

- 15 • The allegations in Plaintiff’s Third Amended Complaint and requesting
16 leave to file Fourth Amended Complaint (*id. at 1-3*);
- 17 • The extensive discovery conducted by the parties in advance of mediation
18 (*id. at 2*);
- 19 • The parties’ arms-length negotiations with third-party mediator Mark
20 Rudy (*id.*); and
- 21 • The terms of the Amended Settlement Agreement (*id. at 2-3*).

22 Plaintiff expressly re-incorporates that background into this Memorandum of Points
23 and Authorities, and provides the Court with the following additional information
24 relating to events that have taken place since the preliminary approval hearing on
25 November 4, 2013.

26 **A. Notice of Settlement**

27 Pursuant to this Court’s preliminary approval order (*ECF No. 67*), the
28 Settlement Administrator, CAC Services Group (“Settlement Administrator”),
1

1 mailed the approved Notice of Pendency of Class Action Settlement and Final
2 Hearing (“Notice”) and Opt Out Request for Exclusion Form (“Opt Out Form”) via
3 first-class mail, postage prepaid. *Decl. of Nancy Johnson (“Settlement*
4 *Administrator Decl.”)*, ¶ 6(a). Prior to mailing the Notice and Opt Out Form, the
5 Settlement Administrator attempted to obtain the most up-to-date address
6 information for each Class Member by taking the measures required by Paragraph
7 43 of the Amended Settlement Agreement. *Id.* This included (1) updating the
8 Class Members’ mailing addresses through the USPS National Change of Address
9 database; (2) utilizing an address verification resource to identify missing
10 addresses; and (3) re-mailing the Notice and Opt Out Form via first-class U.S. mail,
11 postage prepaid, to updated addresses of individuals identified on the class list
12 when the Settlement Administrator received address change notifications from the
13 U.S. Postal Service. *Id. at* ¶ 6(a); (c).

14 The Notice informed Class Members of the terms of the settlement,
15 instructed them as to how they could obtain the precise terms and conditions of the
16 settlement, and provided phone numbers to call for both Class Counsel and the
17 Settlement Administrator if Class Members had any questions related to the
18 settlement. *Id., Ex. 1.* In addition, the Opt Out Form was mailed to Class Members
19 to fill out if they wished to exclude themselves from the settlement, and the Notice
20 informed them of the procedures for, and consequences of opting out of, or
21 objecting to the settlement. *Id., at Ex. 1, Ex. 2.*

22 **B. Response to Notice of Settlement**

23 The Class Members responded favorably to the settlement. No Class
24 Members opted out of the settlement. *Id. at* ¶ 7. No Class Members objected to the
25 settlement. *Id. at* ¶ 8.

III. THE COURT SHOULD GRANT FINAL SETTLEMENT APPROVAL.

A. Standard of Review

Under Fed. R. Civ. P. 23(e), court approval is required for any class action settlement. *See Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 525 (C.D. Cal. 2004). The standard for granting approval is whether the settlement is “fair, reasonable, and adequate.” *Id.*; Fed. R. Civ. P. 23(e). This determination rests within the sound discretion of the court. *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). However, the court begins its analysis with an “initial presumption of fairness when a proposed class settlement, which was negotiated at arm’s length by counsel for the class, is presented for court approval.” Newberg on Class Actions § 11:41 (4th ed. 2006); *accord, Maine State Ret. Sys. v. Countrywide Fin. Corp.*, 2:10-CV-00302 MRP, 2013 WL 6577020 (C.D. Cal. Dec. 5, 2013). This is because “there is a strong judicial policy that favors settlements, particularly where complex class action litigation is concerned.” *Schaffer v. Litton Loan Servicing, LP*, CV 05-07673 MMM JCX, 2012 WL 10274679, *7 (C.D. Cal. Nov. 13, 2012) (quoting *In re Synacor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008)).

The Ninth Circuit has stated that courts should consider several factors as part of fairness determinations, including:

[T]he strength of the plaintiffs’ case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout the trial; the amount offered in settlement; the extent of discovery completed and the stage of the proceedings; the experience and views of counsel; the presence of a governmental participant; and the reaction of the class members to the proposed settlement.

Hanlon v. Chrysler Corp., 150 F.3d 1011, 1026 (9th Cir. 1998); *Nat'l Rural Telecomms. Coop.*, 221 F.R.D. at 525 (citing *Hanlon*). But the “relative degree of importance to be attached to any particular factor will depend upon and be dictated

1 by the nature of the claim(s) advanced, the type(s) of relief sought, and the unique
2 facts and circumstances presented by each individual case.’’ *Eddings v. Health*
3 *Net, Inc.*, CV 10-1744-JST RZX, 2013 WL 3013867 (C.D. Cal. June 13, 2013)
4 (quoting *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir.
5 1982)).

6 Accordingly, “[n]ot all of these factors will apply to every class action
7 settlement. Under certain circumstances, one factor alone may prove determinative
8 in finding sufficient grounds for court approval.’’ *Nat’l Rural Telecomms. Coop.*,
9 221 F.R.D. at 525 (citing *Torrise v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1376 (9th
10 Cir.1993)).

11 **B. The Proposed Settlement Satisfies the Standard for Final Settlement**
12 **Approval**

13 Based on the factors outlined above, the Amended Settlement Agreement is
14 fair, reasonable, and more than adequate. Each of the relevant criteria weighs in
15 favor of approval.

16 1. Amount of the Settlement

17 The proposed settlement provides significant guaranteed relief for Class
18 Members that is appropriate for this case. Under the Amended Settlement
19 Agreement, the minimum amount of money that could be distributed to the Class
20 from the Settlement Fund is \$26,110.45.¹ The number of putative class members is
21 53. *ECF No. 62-2, Drake Decl. to Plaintiff’s Renewed Motion for Preliminary*
22 *Approval*, (“*Drake Prelim. Decl.*) *Ex. E*. Divided *pro rata*, at a minimum, all Class
23 Members will receive settlement awards of \$492.65. *Drake Prelim. Decl.* ¶ 12.

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27 ¹ This number assumes the Court grants the full award of attorneys’ fees and
28 expenses allowed pursuant to the Amended Settlement Agreement.

1 The Complaint in this action seeks only statutory damages. *ECF No. 69.*
2 Pursuant to the FCRA, the amount of statutory damages available to class members
3 pursuant to the FCRA range between \$100 and \$1000. 15 U.S.C. § 1681n(a).

4 As detailed in Plaintiff's prior motion, the estimated per-class member
5 payment resulting from this settlement compares extremely favorably with
6 settlement amounts in similar cases under the FCRA. This monetary amount is
7 particularly substantial in light of the fact that Class Members will receive these
8 funds automatically, without having to file a claim form. *See, e.g. Hunter v. First*
9 *Transit, Inc.*, Nos. 1:09-cv-06178 and 1:10-cv-07002 (N.D. Ill. Mar. 23, 2011)²
10 (individuals subject to an unauthorized employment related background check and
11 denied pre-adverse action notice estimated to receive between \$150 and \$300 each);
12 *Marino v. The U.D. Registry, Inc.*, No. 05-cv-2268, 2006 WL 1687026 (E.D. Pa.
13 June 14, 2006) (settlement involving \$100 per class member where defendant failed
14 to provide free copy of consumer report). Many other FCRA settlements have
15 provided significantly less value per class member—usually well below the \$100
16 statutory minimum for damages, and often with class members being required to
17 file a claim form. *See, e.g., Final Order, Domonoske v. Bank of Am., N.A.*, 5:08-
18 CV-00066, ECF No. 155 at 5, 14-15 (W.D. Va. June 14, 2011) (settling for about
19 \$17 per class member who files a claim); *Settlement Agreement, Ori v. Fifth Third*
20 *Bank*, No. 2:08-CV-00432, ECF No. 217 at ¶ 9 (settling for \$55 per class member
21 who files a claim); *Stipulation and Agreement of Settlement, LaValle v.*
22 *Chexsystems*, No. 8:08-CV-01383, ECF No. 58 at ¶ 3.2 (C.D. Cal. Oct. 5, 2011)
23 (settling for \$82 per class member who files a claim). Relative to other FCRA
24 settlements, the instant Settlement secures much more value for the Settlement
25

26 ² This order, along with other orders and settlement agreements cited herein that are
27 unavailable on Westlaw, were attached as Exhibit D to the Drake Prelim. Decl..
28 (*ECF No. 62-6.*)

1 Class members. *See, e.g., Settlement Agreement, Phillips v. Accredited Home*
2 *Lenders Holding Co.*, No. 2:06-CV-00057, ECF No. 35-2 at ¶¶ 1.13, 5.1 (C.D. Cal.
3 July 17, 2008) (settling for \$10 per class member on claims-made basis, with fees
4 and costs paid separately); *Final Judgment and Order of Dismissal with Prejudice,*
5 *In re Farmers Ins. Co., Inc.*, 5:03-CV-00158, ECF No. 1011 at ¶ 6 (W.D. Ok. Sept.
6 29, 2011) (settling for \$35 per class member on claims-made basis, with fees and
7 costs paid separately). Furthermore, unlike many FCRA settlements, here the
8 settlement value will be distributed to the settlement Class Members through direct
9 monetary payments, and not through the provision of coupons or other non-
10 monetary relief. *See, e.g., Stipulation of Settlement, Anderson v. Signix, Inc.*, No.
11 3:08-CV-00570, ECF No. 39-1 at ¶ 2.4 (settling the large majority of class
12 members' claims for one \$52 coupon per member); *Klingensmith v. Max & Erma's*
13 *Rests., Inc.*, No. 07-0318, 2007 WL 3118505, at *5 (W.D. Pa. Oct. 23, 2007)
14 (settling for two \$4 restaurant vouchers per FCRA violation); *Reibstein v. Rite Aid*
15 *Corp.*, 761 F. Supp. 2d 241, 246 (E.D. Penn. 2011) (settling for one \$20 coupon per
16 FCRA violation).

17 “[C]ourts must tread cautiously when comparing the amount of a settlement
18 to speculative figures regarding what damages ‘might have been won’ had
19 [plaintiffs] prevailed at trial.” *White*, 800 F. Supp. 2d at 1098 (quoting *Linney v.*
20 *Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998)). As previously
21 explained, Plaintiff and Class Counsel have thoroughly evaluated the risks faced in
22 continuing to litigate this case and believe settlement is in the best interest of the
23 Class. The response from the Class after receiving the Court-ordered Notice further
24 supports the Court’s decision to preliminarily approve the settlement. The amount
25 the Class will receive is not just fair in relation to other FCRA settlements, but fair
26 when presented to each member of the Class. The Court should therefore grant
27 final settlement approval.

1 2. Strength of Plaintiff's Case and the Risk, Expense, Complexity, and
2 Duration of Further Litigation

3 The strength of Plaintiff's case, and the risks, expense, and complexity
4 inherent in continuing this litigation, support final settlement approval. As
5 evidenced by the fact that not one member of the Class opted out of or objected to
6 the proposed settlement, this resolution offers an attractive alternative to protracted
7 litigation. Class Members will receive prompt and guaranteed relief rather than
8 face an uncertain outcome unlikely to yield equal or greater results for the Class.

9 As explained in Plaintiff's Renewed Motion for Preliminary Settlement
10 Approval, the paucity of relevant case law on the specific claims Plaintiff raises
11 only increases the already significant risk inherent to complex litigation. Although
12 Plaintiff strongly believes his claims are superior to Defendant's defenses and
13 believes that the most analogous case law draws distinctions supportive of his
14 claims, the benefits of this settlement far outweigh the risks of further litigation.

15 If this case had proceeded to trial on the merits, Plaintiff would have needed
16 to prove that Defendant acted willfully in violating the FCRA. Although a reckless
17 violation of the FCRA satisfies the willfulness requirement, *Safeco Ins. Co. of*
18 *America v. Burr*, 551 U.S. 47, 56–57, 127 S. Ct. 2201, 167 L.Ed. 2d 1045 (2007),
19 “[g]iven that Plaintiffs’ claims largely presented questions of first impression,
20 proving willfulness in this case would have been no easy task.” *White v. Experian*
21 *Info. Solutions, Inc.*, 803 F. Supp. 2d 1086 (C.D. Cal. 2011). Moreover, even if
22 Plaintiff had proven willfulness, there is no guarantee that Plaintiff would have
23 achieved an award, on a per class member basis, that would have met or exceeded
24 the amount received through settlement of nearly \$500 per class member. As is
25 demonstrated by how favorably the settlement amount achieved here compares to
26 that in other, similar settlements, there is a distinct possibility that, even if Plaintiff
27 had prevailed, he would have only received the statutory minimum of \$100 per
28 Class Member. Moreover, such an award⁷ could have been subject to challenge on

1 appeal, prolonging the period of time it would take for Class Members to receive a
2 payment.

3 As this Court recognized when it granted preliminary settlement approval,
4 when the proposed settlement is weighed against the risks, expense, and complexity
5 inherent in continuing this litigation, the decision to accept this settlement is
6 reasonable. Because the Class agrees, final approval should now be granted.

7 3. Status of Investigation and Discovery and Stage of Proceedings

8 As detailed in Plaintiff's Renewed Motion for Preliminary Settlement
9 Approval, the parties exchanged a significant amount of relevant informal
10 discovery in advance of mediation. The parties exchanged mediation information
11 requests, and also exchanged mediation briefs detailing the relevant facts and the
12 parties' respective analysis of the strength of the claims asserted in this litigation.
13 *Drake Prelim. Decl.* ¶¶ 3-5. Class Counsel was able to analyze the data and
14 documents Defendant disclosed to determine the size of the proposed Class, analyze
15 Defendant's criminal history screening process, applicant coding criteria,
16 background adjudication process, and review Defendant's internal hiring policies
17 and its background check service agreements with ABI/Sterling. *Id.* As a result of
18 this process, Class Counsel was able to assess the merits of the parties' respective
19 positions and to compromise the issues on a fair and equitable basis. The result of
20 this assessment was the Amended Settlement Agreement that compares very
21 favorably with other FCRA cases, this Court preliminarily approved, and for which
22 the Class has now given its approval. This factor supports final settlement
23 approval.

24 4. Experience and Views of Counsel

25 "The experience and views of counsel further support a finding that the
26 settlement is fair. As courts have noted, 'the fact that experienced counsel involved
27 in the case approved the settlement after hard-fought negotiations is entitled to
28 considerable weight.'" *White*, 803 F. Supp. 2d at 1099 (quoting *Ellis v. Naval Air*

1 *Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980)); *see also Nat'l Rural*
2 *Telecomms. Coop.*, 221 F.R.D. at 528 (“Great weight is accorded to the
3 recommendation of counsel, who are most closely acquainted with the facts of the
4 underlying litigation.”) (quotation omitted). Specifically, the court in *White* noted
5 that counsel’s significant experience in complex class actions and FCRA litigation
6 weighed in favor of the settlement. *Id.* Here, Class Counsel’s extensive experience
7 in class action litigation, including matters concerning employment disputes,
8 consumer protection, and the FCRA, weighs decidedly in favor of final approval.
9 *See Drake Prelim. Decl. Ex. C.*

10 5. Unanimous Reaction of Class Members

11 Each individual Class Member has now had an opportunity to weigh in on
12 the quality of the proposed settlement. And the silence speaks volumes. “It is
13 established that the absence of a large number of objections to a proposed class
14 action settlement raises a strong presumption that the terms of a proposed class
15 settlement action are favorable to the class members.” *Nat'l Rural Telecomms.*
16 *Coop.*, 221 F.R.D. at 529. Here, after being presented with Notice of the proposed
17 settlement, not a single Class Member objected or opted out. “The absence of a
18 single objection to the Proposed Settlement provides further support for final
19 approval of the Proposed Settlement.” *Id.*; *Multi-Ethnic Immigrant Workers Org.*
20 *Network v. City of Los Angeles*, CV 07-3072 AHM FMMX, 2009 WL 9100391
21 (C.D. Cal. June 24, 2009) (stating that one objection and no opt outs “is a highly
22 favorable reaction by the class to the settlement.”). The Class recognized that the
23 proposed settlement is fair, and that the benefit received is an excellent result. This
24 factor strongly and indisputably weighs in favor of granting final settlement
25 approval.

26 * * *

1 In short, the parties have reached a settlement that is fair, reasonable, and
2 adequate. It provides substantial monetary relief to the Class and has the support of
3 the Class Members. It therefore deserves final approval.

4 **IV. CONCLUSION**

5 For all the foregoing reasons, Plaintiff respectfully requests the Court grant
6 his motion for final approval of the proposed class action settlement and (1) finally
7 approve the Amended Settlement Agreement; and (2) dismiss all of the Plaintiff's
8 and Class Members' claims in the litigation with prejudice.

9
10 DATED: March 3, 2014

11
12 By: /s/E. Michelle Drake

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CERTIFICATE OF SERVICE

I hereby certify that I filed the foregoing document on the CM/ECF system which sent a Notice of Electronic Filing to the following:

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Dated: March 3, 2014

/s/E. Michelle Drake

E. Michelle Drake